given in the State courts. Inasmuch as the Constitution confines itself to an affirmative declaration of jurisdiction in the Federal courts over admiralty matters, it is obvious that it makes no distinction between legal and equitable remedies so far as the concurrent jurisdiction of the State courts is concerned. Hence the State courts are deemed competent to exercise their customary jurisdiction whether the relief sought is properly granted by a common law court or a court of chancery. *Knapp, Stout Co.* v. *McCaffrey*, 177 U. S. 638; *Swain* v. *Knapp*, 32 Minn. 429, 21 N. W. 414. It is true that the decree of a sale in co-tenancy is a right acquired comparatively recently by equity. 1 FREEMAN, CO-TENANCY AND PARTITION, § 537. But its jurisdiction over proceedings for partition in such cases has long been established. FREEMAN, *supra*, § 423. So it would seem as if the right of sale were simply a new incident to a general jurisdiction long held, and thus not in conflict with admiralty's jurisdiction. It is well settled, on the other hand, that the district courts have exclusive jurisdiction to entertain an action *in rem*. *Steamer Petrel* v. *Dumont*, 28 Ohio St. 602; BENEDICT, ADMIRALTY, § 313. In the principal case, however, it is not the action, but the enforcement which is *in rem*. Accordingly it is clear that the State court has jurisdiction to grant the relief sought; and so it has been decided in several well-considered cases. *Andrews* v. *Betts*, 8 Hun (N. Y.) 322; *Swain* v. *Knapp*, *supra*; *Reynolds* v. *Nielson*, 116 Wis. 483, 93 N. W. 455. See *Leon* v. *Galceron*, 11 Wall. (U. S.) 185, 191. This is all the more desirable since the Admiralty courts have steadfastly refused to decree a sale at the instance of a minority owner. *Tunno* v. *Betsina*, Fed. Cas. 14236; *Lewis* v. *Kinney*, Fed. Cas. 8325; *The Ocean Belle*, Fed. Cas. 10402. Indeed it has been urged that the Admiralty courts have no jurisdiction to decree a sale under these circumstances; but there seems no substantial ground for such a doctrine. See *Coyne* v. *Caples*, 8 Fed. 638, 639–40; HUGHES, ADMIRALTY, § 189. But see STORY, PARTNERSHIP, § 439.

ATTORNEY AND CLIENT — DISCHARGE WITHOUT CAUSE — ACTION ON CONTRACT FOR BREACH. — An attorney was employed to procure certain awards, his fee to be a percentage of the recovery. After having made material progress, he was discharged without cause. The client employed another attorney, who procured the awards. The original attorney now sues on the contract. *Held*, that he cannot recover on the contract. *Martin* v. *Camp*, 41 N. Y. L. J. 241 (Ct. of App.)

The measure of damages for a breach of such a contract was discussed in an earlier issue of the REVIEW, in dealing with the decision of the Appellate Division upon this case. See 28 HARV. L. REV. 101. The lower court had allowed the attorney to recover on the contract. The principal case reverses this decision and holds that the attorney may not recover on the contract, but is limited to a recovery upon a *quantum meruit*. An attorney is bound by the contract both as to his services and the compensation for them. *Houghton* v. *Clarke*, 80 Cal. 417, 22 Pac. 288. See *Tenney* v. *Berger*, 93 N. Y. 524, 529. It is a fundamental principle of contracts that both parties must be bound by the agreement. To this rule there is the notable exception of the voidable promise of an infant. *Holt* v. *Clarencieux*, 2 Strange 937. The principal case would make these contracts also voidable at the option of the client. It is doubtful whether policy demands the extension of such an anomaly. The attorney has no peculiar advantage in the formation of the agreement, for the client, unlike the infant, is presumably competent to contract; the fiduciary relation arises afterward. On the other hand, such a right would enable the client unjustifiably to deprive the attorney entirely of the benefits of the contract, though the services were substantially complete. A client may dissolve his relationship with the attorney at any time and without cause. *In re Dunn*, 205 N. Y. 398, 98 N. E. 944; *Lynch* v. *Lynch*, 99 Ill. App. 454; *Delaney* v. *Husband*, 64 N. J. L. 275,

45 Atl 265. This would seem to give him ample protection. It follows that the attorney should be allowed to recover for breach of the contract. The weight of authority is to this effect, and opposed to the principal case. *Bartlett* v. *Odd-Fellows' Sav. Bk.*, 79 Cal. 218, 21 Pac. 743; *Scheinesohn* v. *Lemonek*, 84 Ohio St. 424, 95 N. E. 913; *Moyer* v. *Cantieny*, 41 Minn. 242, 42 N. W. 1060. The scope of this decision, however, is expressly limited to an attorney employed for a single litigation.

BANKRUPTCY — DISCHARGE — DEBTS NOT AFFECTED: RIGHT OF REIMBURSEMENT OF ONE INDUCED BY FALSE REPRESENTATIONS TO BECOME SURETY. — One Dunfee by false representations induced a surety company to become surety on his bond. Upon Dunfee's default the company was compelled to pay on the bond. Later Dunfee was discharged in bankruptcy. Section 17, cl. 2, of the National Bankruptcy Act (U. S. COMP. STAT., § 9601) provides that a discharge in bankruptcy shall not release a debtor from "liabilities for obtaining property by false pretenses or false representations." The company sues for reimbursement. *Held*, that it may recover. *In the matter of Dunfee*, 56 N. Y. L. J. 287.

The Bankruptcy Act originally provided that a judgment for any fraud should not be released by a discharge in bankruptcy. Under such a broad provision it is clear that obtaining a loan under false pretenses creates a liability which is not discharged in bankruptcy. *Forsyth* v. *Vehmeyer*, 177 U. S. 177. This part of the Act was amended to its present form in 1903. The effect of the amendment is to require the obtaining of actual property by fraud, in order to bar the operation of discharge. *Rudstorm* v. *Sheridan*, 122 Minn. 262, 142 N. W. 313. Obtaining a promissory note by fraud has been held to constitute the statutory crime of obtaining property by false pretenses, even though no payment has been made on the note. See *People* v. *Reed*, 70 Cal. 529, 11 Pac. 676. The obligation incurred is considered to satisfy the statutory requisite of "property." It has also been intimated that fraudulently inducing another to become a surety may constitute the crime. See *State* v. *Thatcher*, 35 N. J. L. 445. No reason is apparent why the same facts would not satisfy the requirement of the bankruptcy statute. Where, as in the principal case, payment is made on the obligation, there would seem to be no doubt that "property" is obtained. For the intended and proximate result of the fraud is the payment of money. The Act also requires that property be "obtained." But the crime of fraudulently obtaining property is held to be committed by fraudulently inducing delivery of a chattel to a third person. *Musgrave* v. *State*, 133 Ind. 297, 32 N. E. 885. There is no reason why this should not govern the principal case. The tendency of the courts, however, has been to give as wide effect as possible to discharges in bankruptcy. See *Hennequin* v. *Clews*, 111 U. S. 676; *Gleason* v. *Thaw*, 236 U. S. 558. In view of such policy, it is possible that other courts may reach a different result.

CONSTITUTIONAL LAW — CONSTRUCTION, OPERATION AND ENFORCEMENT OF CONSTITUTIONS — MEANING OF LEGISLATURE IN THE FEDERAL CONSTITUTION. — The general assembly of Ohio passed an act rearranging the congressional election districts. Under the referendum provision of the state constitution the law was submitted to popular vote and disapproved. Art. 1, § 4, of the Constitution of the United States provides that "the times, places and manner of holding elections for Senators and Representatives shall be prescribed in each state by the legislature thereof." A *mandamus* was brought to order the state election officers to disregard the referendum as void. *Held*, that the referendum may constitutionally be made part of the state legislative power for the purpose of creating congressional districts. *State of Ohio ex rel. Davis* v. *Hildebrant*, 36 Sup. Ct. Rep. 708.

The court argued only the constitutional objection that the inclusion of the referendum in the state legislative power for the purpose of creating congres-